



County of San Bernardino

F A S

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

X	New	Vendor Code		SC	Dept.	A	Contract Number		
	Change	SHANDIN088			MLH				
	Cancel								
County Department					Dept.	Orgn.	Contractor's License No.		
Behavioral Health					MLH	MLH			
County Department Contract Representative					Telephone		Total Contract Amount		
Doug Moore					(909)387-7589		\$1,700,000		
Contract Type									
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
			July 1, 2003	June 30, 2004	\$1,700,000				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
AAA	MLH	MLH	200	2445	10092824	\$1,700,000			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount			
Project Name				Estimated Payment Total by Fiscal Year					
Negotiated Rate				FY	Amount	I/D	FY	Amount	I/D
Children's Residential				03/04	\$1,700,000				
& Actual Cost									
Day Treatment									
Contract Type – 2(b)									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name Shandin Hills Rehabilitation Center, Inc.  
dba Shandin Hills Adolescent Center

hereinafter called Contractor

Address 4164 Fourth Avenue

San Bernardino, CA 92407

Telephone (909) 886-6786 Federal ID No. or Social Security No. 92-3076088

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**WITNESSETH:**

**WHEREAS**, County desires to purchase and Contractor desires to provide certain mental health services; and,

**WHEREAS**, this agreement is authorized by law,

**NOW, THEREFORE**, the parties hereto do mutually agree to terms and conditions as follows:

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## I Definition of Terminology

- A. Wherever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

## II Contract Supervision

The Director, Department of Behavioral Health (DBH), hereinafter referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

## III Performance

- A. Contractor shall provide up to Eighteen (18) beds of services under this agreement, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.
- B. Contractor shall provide up to Six Thousand Five Hundred Eighty Eight (6,588) Full-Days of intensive day treatment services under this agreement, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.
- C. Services shall be provided in accordance with Attachment II, Outpatient Pre-Authorization Matrix, of this agreement.
- D. Compliance with Attachment II, Outpatient Pre-Authorization Matrix, will be monitored by the County of San Bernardino DBH Compliance Unit.

E. Contractor shall obtain an approved Treatment Authorization Request (TAR) form from the DBH Access Unit prior to provision of any services not pre-authorized by Attachment II, Outpatient Pre-Authorization Matrix.

F. Training regarding the contents and use of Attachment II, Outpatient Pre-Authorization Matrix, will be available upon request by the Contractor. Contractor staff may request said training by calling the County of San Bernardino DBH Access Unit at (909) 387-7040.

G. State Performance Outcome Requirements

Contractor will comply with all State regulations regarding State Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State.

H. DBH Research and Evaluation Activities

The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Contractor throughout the term of this agreement. R&E will notify the Contractor when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.

I. Cultural Competency

The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Contract agencies will be included in the implementation process and shall adhere to cultural competency requirements.

1. The DBH shall make available technical assistance to Contractor regarding cultural competency requirements.
2. The Contractor will make an effort to gather demographic information on its service area for service planning.

3. The DBH shall make available cultural competency training for DBH and Contractor personnel. Staff will be required to attend one cultural competency training per year at a minimum.
  4. The DBH shall make available annual training for personnel used as interpreters in threshold languages.
  5. The DBH shall make available technical assistance for Contractor in translating mental health information into the threshold language(s).
- J. If, for any reason, information in Addendum I and Attachment II conflicts with the basic agreement, then information in the Addendum I and Attachment II shall take precedence in the order noted.

#### IV Funding

- A. The maximum financial obligation of County is limited by the available State and County funds for this agreement. The maximum financial obligation of the County under this agreement shall not exceed the sum of One Million Seven Hundred Thousand Dollars (\$1,700,000), which represents the total of (1) the maximum Net County funding allocation to Contractor and, (2) the Federal Short-Doyle/Medi-Cal funding allocation to Contractor.
- B. The maximum County funding allocation to Contractor for services furnished hereunder, unless adjusted downward as provided for in this agreement, is One Million Two Hundred Ninety One Thousand Three Hundred Dollars (\$1,291,300), which consists of net County funds in the amount of Eight Hundred Eighty Two Thousand Six Hundred Dollars (\$882,600) for residential services and County/State portion of Short-Doyle Medi-Cal in the amount of Four Hundred Eight Thousand Seven Hundred Dollars (\$408,700) for mental health treatment services.
- C. The initial Federal Short-Doyle/Medi-Cal allocation to Contractor hereunder is Four Hundred Eight Thousand Seven Hundred Dollars (\$408,700) based on billable services and what percentage of those hours are Medi-Cal billable.

- D. If the Contractor determines that the initial allocation for the Federal Short-Doyle/Medi-Cal funding is inadequate, the Contractor may transfer funds from the Net County funding allocation to the Federal Short-Doyle/Medi-Cal allocation, with the prior written approval of the Director or designee.
- E. It is understood between the parties that the Schedule A, attached, is a budgetary guideline required by the State of California. However, the maximum financial obligation of County under this Agreement is limited by mode of service reported on Schedule A. Funds may not be transferred between modes or types of services without the prior written approval of the Director or designee. The Contractor may submit a new Schedule A prior to April 15, 2004.
- F. Contractor agrees to accept a reduction of the dollar value of this contract, at the option of the County, if the FY 03/04 annualized projected days of service for any mode of service based on claims submitted through February 1, 2004, is less than 90% of the projected days for the modes of service as reported on Schedule A or as revised and approved by the Director in accordance with Article IV Paragraph E., above.
- G. If the FY 03/04 annualized projected days for any mode of service, based on claims submitted through February 1, 2004, is greater than/or equal to 110% of the projected minutes of time reported on Schedule A, or as revised and approved by the Director or designee in accordance with Article IV Paragraph E., above, the County and Contractor agree to meet and discuss the possibility of renegotiating this agreement to accommodate the additional minutes of time provided.
- H. If the Contractor provides services under the Short-Doyle/Medi-Cal program and if the Federal government reduces its participation in the Short-Doyle/Medi-Cal program, the County agrees to meet with Contractor to discuss the possibility of renegotiating the total units of service required by this agreement.

#### V Payment

- A. County agrees to pay Contractor a negotiated rate of One Hundred Fifty Dollars (\$150.00) per each of Eighteen (18) beds per day for up to Three Hundred Sixty Six (366) days for a maximum negotiated rate amount of Eight Hundred Eighty Two

Thousand Six Hundred Dollars (\$882,600) for the services described in Article III Performance, Paragraph A.

- B. In accordance with State of California audit/reimbursement policies, the County agrees to compensate Contractor for actual costs incurred by Contractor or actual claimed costs incurred by Contractor in performing the services described in Article III Performance, Paragraph B. of this agreement up to the maximum financial obligation, as described in Article IV Funding, and as limited by the State of California Schedule of Maximum Reimbursement Rates, latest edition.
- C. Such actual costs or actual claimed costs shall be determined by a post contract audit which is described in Article VII Final Settlement: Audit of Services.
- D. Pending a final settlement between the parties based upon the post contract audit, it is agreed that the parties shall make a preliminary cash settlement within 30 days of the expiration date of this agreement as described in Article VI Preliminary Settlement: Cost Report.
- E. During the term of this agreement, the County shall make interim payments to Contractor for the services described in Article III Performance, Paragraphs A. and B. on a monthly basis as follows:
  - 1. Reimbursement for Net County services provided by Contractor will be at the actual cost to Contractor in providing said services.
  - 2. Reimbursement for Federal Short-Doyle/Medi-Cal services provided by Contractor will be at the rates set forth in Exhibit A, attached hereto and incorporated hereto by reference.
- F. Contractor shall bill County monthly in arrears for Net County and Federal Short-Doyle/Medi-Cal services provided by Contractor on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Each claim shall reflect any and all payments made to Contractor by, or on behalf of, patients. Claims for reimbursement shall be completed and forwarded to County within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make

payment in accordance with Article V Payment, Paragraph E., above. Payment, however, for any mode of service covered hereunder, shall be limited to a maximum monthly amount, which amount shall be determined as noted in Article V Payment, Paragraph F. 1., below.

1. No single monthly payment for combined Net County and Federal Short-Doyle/Medi-Cal services shall exceed one-twelfth (1/12) of the maximum combined Net County and initial Federal Short-Doyle/Medi-Cal allocations for the mode of service unless there have been payments of less than one-twelfth (1/12) of such amount for any prior month of the agreement. To the extent that there have been such lesser payments, then the remaining amount(s) may be used to pay monthly combined Net County and Federal Short-Doyle/Medi-Cal services claims which exceed one-twelfth (1/12) of the maximum combined Net County and initial Federal Short-Doyle/Medi-Cal allocations for that mode of service. The maximum combined Net County and Federal Short-Doyle/Medi-Cal allocations for a particular mode of service are reflected in the Schedule A.
- G. Contractor shall input Charge Data Invoices (CDI's) into the San Bernardino Information Management On-line Network (SIMON) by the fifth (5th) day of the month for the previous month's services. Contractor will be paid based on Medi-Cal claimed services in SIMON for the previous month, except for the first month's claim for reimbursement which will be paid at one twelfth (1/12) of the Medi-Cal contract amount or the monthly claimed amount, whichever is less. Services cannot be billed by the County to Medi-Cal until they are input into SIMON. Other than the first month's services, the County will not fund services that are not entered into SIMON.

#### VI Preliminary Settlement: Cost Report

- A. Not later than 30 days after the expiration date or termination of this contract, unless otherwise notified by County, the Contractor shall provide the County Department of Behavioral Health with a complete and correct annual standard State of California Cost Report and a complete and correct State of California Cost Report for Short-Doyle/Medi-Cal services, when appropriate, except as noted in Paragraph B. below.
- B. These cost reports shall be the basis upon which a preliminary settlement will be made between the parties to this agreement. In the event of termination of this



contract by Contractor pursuant to Article IX Duration and Termination, Paragraph C., the preliminary settlement will be based upon the actual units of service which were provided by Contractor pursuant to this contract. The preliminary settlement shall not exceed One Hundred Forty One Thousand Six Hundred Sixty Seven Dollars (\$141,667) multiplied by the actual number of months or portion thereof during which this contract was in effect.

C. Notwithstanding Article VII Final Settlement: Audit of Services, Paragraph E., below, County shall have the option:

1. To withhold payment, or any portion thereof, pending outcome of a termination audit to be conducted by County.
2. To withhold any sums due Contractor as a result of a preliminary cost settlement, pending outcome of a termination audit or similar determination regarding Contractor's indebtedness to County and to offset such withholdings as to any indebtedness to County.

D. The cost of services rendered shall be adjusted to the lower of the following:

1. Actual Cost
2. Actual Short-Doyle Medi-Cal charges or,
3. Maximum cost based upon the State of California Schedule of Maximum Reimbursement Rates for units of service provided for each service function; or,
4. Maximum contract amount.

E. In the event the Contractor fails to complete the cost report(s) when due, the County may, at its option, withhold any monetary settlements due the Contractor until the cost report(s) is (are) complete.

F. Only the Director or designee may make exception to the requirement set forth in this Article VI, Paragraph A., above, by providing the Contractor written notice of the extension of the due date.

- G. If the Contractor does not submit the required cost report(s) when due and therefore no costs have been reported, the County may, at its option, request full payment of all funds paid Contractor under Article V Payment of this agreement. Contractor shall reimburse the full amount of all payments made by County to Contractor within a period of time to be determined by the Director.
- H. No claims for reimbursement will be accepted by the County after the cost report is submitted.

#### VII Final Settlement: Audit of Services

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later. This is not to be construed to relieve Contractor of the obligations concerning retention of medical records as set forth in Article XIX Medical Records, Paragraphs A. and B.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If the appropriate agency of the State of California, or the County, determines that all, or any part of, the payments made by County to Contractor pursuant hereto are not reimbursable in accordance with this agreement, said payments will be repaid by Contractor to County. In the event such payment is not made on demand, County may withhold monthly payment on Contractor's claims until such disallowances are paid by Contractor and/or County may terminate and/or indefinitely suspend this agreement immediately upon serving written notice to the Contractor.

- D. The eligibility determination and the fees charged to, and collected from, patients whose treatment is provided for hereunder may be audited periodically by County and the State Department of Mental Health.
- E. If a post contract audit finds that funds reimbursed to Contractor under this agreement were in excess of actual costs or in excess of claimed costs (depending upon State of California reimbursement/audit policies) of furnishing the services, or in excess of the State of California Schedule of Maximum Allowances, or that funds were reimbursed to Contractor for services not authorized by Attachment II, Outpatient Pre-Authorization Matrix, the difference shall be reimbursed on demand by Contractor to County using one of the following methods, which shall be at the election of the County:
1. Payment of total.
  2. Payment on a monthly schedule of reimbursement.
  3. Credit on future billings.
- F. If the Contractor has been approved by the County to submit Short-Doyle/Medi-Cal claims, audit exceptions of Medi-Cal eligibility will be based on a statistically valid sample of Short-Doyle/Medi-Cal claims by mode of service for the fiscal year projected across all Short-Doyle/Medi-Cal claims by mode of service.
- G. If there is a conflict between a State of California audit of this agreement and a County audit of this agreement, the State audit shall take precedence.

#### VIII Single Audit Requirement

- A. Pursuant to OMB Circular A-133, Contractors expending \$300,000 or more in Federal funds in a year through a contract with County must have a single or program-specific audit performed which shall comply with the following requirements:
1. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.

2. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.
3. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year.
4. The cost of the audit made in accordance with OMB Circular A-133 can be charged to applicable Federal funds. Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor's total revenue.
5. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the audit reports, and longer if the independent auditor is notified in writing by the County to extend the retention period.
6. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.
7. The Contractor is responsible for follow-up and corrective action of any material audit findings in the single or program-specific audit report, as directed by the County in coordination with the State.

#### IX Duration and Termination

- A. The term of this agreement shall be from, July 1, 2003, through June 30, 2004 inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:
  1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
  2. There are insufficient funds available to County; or

3. The Contractor is found not to be in compliance with any or all of the terms of the following Articles of this agreement: XII Personnel, XIII Licensing and Certification, or XXII Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

X Accountability - Revenue

- A. Total revenue collected pursuant to this agreement from fees collected for services rendered and/or claims for reimbursement from the County cannot exceed the cost of services delivered by the Contractor. In no event shall the amount reimbursed exceed the cost of delivering services.
- B. Charges for services to either patients or other responsible persons shall be at estimated actual costs.
- C. If this agreement is terminated, all revenue received from any source during the operative period of this agreement must be reported to the County until the Contractor has submitted its cost report in accordance with Article VI Preliminary Settlement: Cost Report.
- D. County agrees to collect Physicians' Services Medicare Revenue for Contractor, exclusive of Collateral Services, at no cost to Contractor. Projected Medicare revenue to be collected during the contract period is None, which is shown on Line 5 of the attached Schedule A budget. Contractor acknowledges that it is obligated to report all revenue received from any source, including Medicare revenue, in its monthly claim for reimbursement, pursuant to Article V Payment, and in its cost report in accordance with Article VI Preliminary Settlement: Cost Report.

## XI Patient/Client Billing

- A. Contractor agrees to input required information into the San Bernardino Information Management On-line Network (SIMON) in order to create appropriate electronic billing records of all services provided, as referenced in Article V Payment, Paragraph G.
- B. Contractor shall exercise diligence in billing and collecting fees from patients for services under this agreement.
- C. The State of California "Uniform Method of Determining Ability to Pay" (UMDAP) shall be followed in charging clients for services under this agreement.
- D. The State of California "Uniform Billing and Collection Guidelines" shall be followed in the billing and collecting of patient fees.

## XII Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate

information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

### XIII Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

### XIV Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
  - 1. State Department of Mental Health Information Notices, and;
  - 2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

### XV Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9
- B. California Code of Regulations, Title 22
- C. Welfare and Institutions Code, Division 5

- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment I.

#### XVI Patient's Rights

Contractor shall take all appropriate steps to fully protect patient's rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

#### XVII Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

#### XVIII Admission Policies

- A. Contractor shall develop patient/client admission policies which are in writing and available to the public.
- B. Contractor's admission policies shall adhere to policies that are compatible with Department of Behavioral Health service priorities, and Contractor shall admit clients according to procedures and time frames as described in Addendum I, attached.
- C. If Contractor is found not to be in compliance with the terms of this Article XVIII, this agreement may be subject to termination.



### XIX Medical Records

- A. Contractor agrees to maintain and retain medical records according to the following. The minimum legal requirement for the retention of medical records is:
1. For adults and emancipated minors, seven years following discharge (last date of service);
  2. For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).
- B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

### XX Quality Assurance/Utilization Review

When quality of care issues are found to exist by DBH, Contractor shall submit a Plan of Correction for approval by the DBH Compliance Unit.

### XXI Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

### XXII Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized agents, officers, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.

B. Insurance - Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. Professional Liability Insurance with limits of at least \$1,000,000 per claim or occurrence.

- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions, and Professional Liability policies, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions and Professional Liability, contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its agents, officers, volunteers, employees, contractors and subcontractors.
- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

### XXIII Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.
- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:
  - 1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation

or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan.

#### XXIV Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and binding upon, the successors and assigns of the parties hereto.

XXV Conclusion

- A. This agreement consisting of twenty-two (22) pages, Schedule A, Exhibit A, Addendum I, and Attachments I, II and III, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

# SCHEDULE A

## SCHEDULE A

Page 1 of 5

Prepared by: Alan M. Hull

Title: Administrator

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
ACTUAL COST  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004**

DTI

Contractor Name: Shandin Hills Rehabilitation Center

Address: 4164 North 4th Ave.

San Bernardino, Ca 92407

Date Form Completed: 5/20/2003

LINE	PROVIDER NUMBER	86494				PROVIDER TOTAL	Reduction	TOTAL
#	MODE OF SERVICE	10						
	SERVICE FUNCTION	85						
<b>EXPENSES</b>								
1	SALARIES	\$480,123				480,123.00		480,123.00
2	BENEFITS	144,037				144,037.00		144,037.00
3	OPERATING EXPENSES	403,568				403,568.00	(210,328.00)	193,240.00
4	TOTAL EXPENSES (1+2+3)	1,027,728				1,027,728.00	(210,328.00)	817,400.00
<b>AGENCY REVENUES</b>								
5	PATIENT FEES					0.00		0.00
6	PATIENT INSURANCE					0.00		0.00
7	MEDI-CARE					0.00		0.00
8	GRANTS/OTHER					0.00		0.00
9	TOTAL AGENCY REVENUES (5+6+7+8)	0.00				0.00	0.00	0.00
10	CONTRACT AMOUNT (4-9)	1,027,728.00				1,027,728.00	(210,328.00)	817,400.00
<b>FUNDING</b>								
11	MEDI-CAL 100.00%	1,027,728.00	0.00	0.00	0.00	1,027,728.00	(210,328.00)	817,400.00
12	MEDI-CAL - COUNTY SHARE 50.00%	513,864.00	0.00	0.00	0.00	513,864.00	(105,164.00)	408,700.00
13	MEDI-CAL - FEDERAL SHARE 50.00%	513,864.00	0.00	0.00	0.00	513,864.00	(105,164.00)	408,700.00
14	MEDI-CAL EPSDT 100.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
15	MEDI-CAL EPSDT - COUNTY SHARE 5.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
16	MEDI-CAL EPSDT - FEDERAL SHARE 50.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	MEDI-CAL EPSDT - SGF SHARE 45.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	HEALTHY FAMILIES 100.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	HEALTHY FAMILIES - COUNTY SHARE 35.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20	HEALTHY FAMILIES - FEDERAL SHARE 65.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	FUNDING SUBTOTAL (11+14+18)	1,027,728.00				1,027,728.00	(210,328.00)	817,400.00
22	NET COUNTY FUNDS (10-21)	0.00				0.00	0.00	0.00
23	COUNTY/SGF ALLOCATION(12+15+17+19+22)	513,864.00				513,864.00	(105,164.00)	408,700.00
24	FEDERAL ALLOCATION (13+16+20)	513,864.00				513,864.00	(105,164.00)	408,700.00
25	TOTAL FUNDING (23+24)	1,027,728.00				1,027,728.00	(210,328.00)	817,400.00
26	UNITS OF TIME *	6,588				6,588		5,240
27	COST PER UNIT OF TIME (4 / 26)	\$ 156.00						
28	UNITS OF SERVICE	6,588				6,588		5,240

APPROVED:

\* 366 days X 18 adolescents = 6588 patient days

PROVIDER AUTHORIZED SIGNATURE

DATE

CONTRACTS MANAGEMENT

DATE

DBH PROGRAM MANAGER

DATE

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH**  
**SCHEDULE "A" STAFFING DETAIL**  
**FY 2003 - 2004**

**SCHEDULE A**

**Schedule A**  
Page 2 of 5

DTI

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME:

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Service	Budgeted Units of Contract Services
Rick Myatt	MFT	clinical director	70,000	21,000	91,000	50%	45,500	
Pam Forsyth	RN	Director of Nurses	57,242	17,172	74,414	50%	37,207	
Genevia Arsene	MFT intern	Therapist	42,058	12,617	54,675	100%	54,675	
Melanie Gardner	MFT intern	Therapist	42,103	12,631	54,733	100%	54,733	
new person	MFT intern	Therapist	42,103	12,631	54,733	100%	54,733	
				0	0		0	
Lisa Williams	ms/ctrs	Director of Rehab.	22,681	6,804	29,485	50%	14,743	
Charlotte Burton	LPT	Rehab 1	29,702	8,911	38,613	100%	38,613	
Lamphet Manixia	LPT	Rehab 1	29,702	8,911	38,613	100%	38,613	
Ressa Latimer	AA+6yrs exp	Rehab 1	11,655	3,497	15,152	100%	15,152	
Bill Berry	AA+6yrs exp	Rehab 2	31,200	9,360	40,560	100%	40,560	
Noah Coombs	BA+4yrs exp	Rehab 2	33,280	9,984	43,264	100%	43,264	
Summer Richards	BA+4yrs exp	Rehab 2	33,280	9,984	43,264	100%	43,264	
Reginald Pulliam	BA+4yrs exp	Rehab 2	11,381	3,414	14,795	100%	14,795	
Alan Barnum	MA+2yrs exp	Rehab 2	4,199	1,260	5,458	100%	5,458	
				0	0		0	
Demetruis Musgrove		L. Youth Counselor	21,362	6,408	27,770	100%	27,770	
Tamiko Wiley	AA	L. Youth Counselor	20,738	6,221	26,959	100%	26,959	
Jaiyeson Lanlehin	AA	Youth Counselor	11,907	3,572	15,480	100%	15,480	
Lanister Walker		Youth Counselor	10,458	3,137	13,596	100%	13,596	
Rachel Haines		Youth Counselor	19,190.10	5,757	24,947	100%	24,947	
William Ballesteros		Youth Counselor	10,845	3,254	14,099	100%	14,099	
				0	0		0	
				0	0		0	
				0	0		0	
			555,085	166,525				
					Total cost	721609.93	TOTAL program cost	\$624,160

Detail of Fringe Benefits: ~~Employer FICA/Medicare, Workers Compensation,~~  
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

APPROVED:

_____ PROVIDER AUTHORIZED SIGNATURE	_____ DATE	_____ CONTRACTS MANAGEMENT	_____ DATE	_____ DBH PROGRAM MANAGER	_____ DATE
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# SCHEDULE A

## SCHEDULE A

Page 3 of 5

Prepared by: Alan M. Hul

Title: Administrator

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED RATE  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004**

Contractor Name: Shandin Hills Rehabilitation Center

Address: 4164 North 4th AVE

San Bernardino, Ca 92407

Date Form Completed: \_\_\_\_\_

MHRP

LINE	PROVIDER NUMBER	86495				PROVIDER TOTAL	Reduction	ADJUSTED TOTAL
#	MODE OF SERVICE	5						
	SERVICE FUNCTION	30						
<b>EXPENSES</b>								
1	SALARIES	358,842				358,842		358,842
2	BENEFITS	125,726				125,726		125,726
3	OPERATING EXPENSES	503,632				503,632	(105,600)	398,032
4	TOTAL EXPENSES (1+2+3)	988,200				988,200	(105,600)	882,600
<b>AGENCY REVENUES</b>								
5	PATIENT FEES	0				0		0
6	PATIENT INSURANCE	0						0
7	MEDI-CARE	0						0
8	GRANTS/OTHER	0						0
9	TOTAL AGENCY REVENUES (5+6+7+8)	0				0	0	0
10	CONTRACT AMOUNT (4-9)	988,200				988,200	(105,600)	882,600
11	TOTAL CONTRACT UNITS	6,588				6,588	(704)	5,884
12	CONTRACT MONTHS	12				12	12	
13	RATE PER UNIT (10 / 11)	150				150	150	
14	UNITS PER MONTH (11 / 12)	549				549	(59)	490
15	MONTHLY AMOUNT (13 * 14)	82,350				82,350	(8,800)	73,550

APPROVED:

\_\_\_\_\_  
PROVIDER AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CONTRACTS MANAGEMENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DBH PROGRAM MANAGER

\_\_\_\_\_  
DATE

**SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH**

**SCHEDULE A**

**Schedule A**

Page 4 of 5

**SCHEDULE "A" STAFFING DETAIL**

**FY 2003 - 2004**

Staffing Detail - Personnel (Includes Personal Services Contracts for Professional Services)

CONTRACTOR NAME:

Name	Degree/ License	Position Title	Full Time Annual Salary	Full Time Fringe Benefits	Total Full Time Salaries & Benefits	% Time Spent on Contract Services	Total Salaries and Benefits Charged to Contract Services	Budgeted Units of Contract Services
Rick Myatt	MFT	clinical director	70,000	21,000	91,000	50%	45,500	
Lisa Williams	ms/ctrs	Director of Rehab.	22,681	6,804	29,485	50%	14,743	
Pam Forsyth	RN	Director of Nurses	56,680	17,004	73,684	50%	36,842	
Linda Morneno	RN	Charge nurse	11,000	3,300	14,300	100%	14,300	
Bernadine Schwabe	LPT	Charge Nurse	35,651	10,695	46,347	100%	46,347	
Reginal Blocker	LPT	Charge Nurse	32,053	9,616	41,669	100%	41,669	
Kira Christopher	LPT	Charge Nurse	27,040	8,112	35,152	100%	35,152	
				0	0		0	
Neddyne Shorts	LPT	Charge Nurse	5,177	1,553	6,730	100%	6,730	
				0	0		0	
Geneeta Chambers	MA	L. Youth Counselor	11,231	3,369	14,601	100%	14,601	
Deshaun Taylor		L. Youth Counselor	24,759	7,428	32,187	100%	32,187	
Timothy Hunton	BS	L. Youth Counselor	21,154	6,346	27,500	100%	27,500	
Talanna Jowers		Youth Counselor	17,472	5,242	22,714	100%	22,714	
Howard Smith		Youth Counselor	18,891	5,667	24,558	100%	24,558	
Celestine Thomas		Youth Counselor	19,088	5,726	24,814	100%	24,814	
Mercy Traver		Youth Counselor	20,363	6,109	26,472	100%	26,472	
				0	0	100%	0	
				0	0	100%	0	
Kareeman Moody		Youth Counselor	19,552	5,866	25,418	100%	25,418	
Kenzie Davis		Youth Counselor	17,760	5,328	23,088	100%	23,088	
Mike Willis		Youth Counselor	16,640	4,992	21,632	100%	21,632	
Nancy Ray		Youth Counselor	4,372	1,312	5,684	100%	5,684	
		Youth Counselor		0	0	100%	0	
		Youth Counselor		0	0	100%	0	
Alan M. Hull	MS/ NHA 3193	Administrator	84,406	25,322	109,728	50%	54,864	
			535,969	160,791	0	100%	0	
Total cost					696,759.45	TOTAL program cost		\$484,568

Detail of Fringe Benefits: Employer FICA/Medicare, Workers Compensation,  
Unemployment, Vacation Pay, Sick Pay, Pension and Health Benefits

APPROVED:

PROVIDER AUTHORIZED SIGNATURE	DATE	CONTRACTS MANAGEMENT	DATE	DBH PROGRAM MANAGER	DATE
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# SCHEDULE A

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SUMMARY  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004**

**SCHEDULE A**

Page 5 of 5

Prepared by: Alan M. Hull

Title: Administrator

Contractor Name: Shandin Hills Rehabilitation Center

Address: 4164 North 4th Ave.

San Bernardino, Ca 92407

Date Form Completed: 5/20/2003

	PROVIDER NUMBER	86494	86495					
LINE	MODE OF SERVICE	10	5					TOTAL
#	SERVICE FUNCTION	85	30					
<b>EXPENSES</b>								
1	SALARIES	\$480,123	358,842					838,965.00
2	BENEFITS	\$144,037	125,726					269,763.00
3	OPERATING EXPENSES	\$193,240	398,032					591,272.00
4	TOTAL EXPENSES (1+2+3)	817,400	882,600.00					1,700,000.00
<b>AGENCY REVENUES</b>								
5	PATIENT FEES							0.00
6	PATIENT INSURANCE							0.00
7	MEDI-CARE							0.00
8	GRANTS/OTHER							0.00
9	TOTAL AGENCY REVENUES (5+6+7+8)	0.00	0.00					0.00
10	CONTRACT AMOUNT (4-9)	817,400.00	882,600.00					1,700,000.00
<b>FUNDING</b>								
11	MEDI-CAL	100.00%	817,400.00	0.00				817,400.00
12	MEDI-CAL - COUNTY SHARE	50.00%	408,700.00	0.00				408,700.00
13	MEDI-CAL - FEDERAL SHARE	50.00%	408,700.00	0.00				408,700.00
14	MEDI-CAL EPSDT	100.00%	0.00	0.00				0.00
15	MEDI-CAL EPSDT - COUNTY SHARE	5.00%	0.00	0.00				0.00
16	MEDI-CAL EPSDT - FEDERAL SHARE	50.00%	0.00	0.00				0.00
17	MEDI-CAL EPSDT - SGF SHARE	45.00%	0.00	0.00				0.00
18	HEALTHY FAMILIES	100.00%	0.00	0.00				0.00
19	HEALTHY FAMILIES - COUNTY SHARE	35.00%	0.00	0.00				0.00
20	HEALTHY FAMILIES - FEDERAL SHARE	65.00%	0.00	0.00				0.00
21	FUNDING SUBTOTAL (11+14+18)		817,400.00	0.00				817,400.00
22	NET COUNTY FUNDS (10-21)		0.00	882,600.00				882,600.00
23	COUNTY/SGF ALLOCATION(12+15+17+19+22)		408,700.00	882,600.00				1,291,300.00
24	FEDERAL ALLOCATION (13+16+20)		408,700.00	0.00				408,700.00
25	TOTAL FUNDING (23+24)		817,400.00	882,600.00				1,700,000.00
26	UNITS OF TIME *		5,240	5,884				
27	COST PER UNIT OF TIME (4 / 26)	\$	156.00	\$ 150.00				
28	UNITS OF SERVICE		5,240	5,884				

APPROVED:

\* 366 days X 18 adolescents = 6588 patient days

PROVIDER AUTHORIZED SIGNATURE	DATE	CONTRACTS MANAGEMENT	DATE	DBH PROGRAM MANAGER	DATE
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**SHAC, INC.**

Provider No. 8649

**PROVISIONAL RATES FOR SHORT-DOYLE  
MEDI-CAL REIMBURSEMENT CONTRACTORS**

Monthly payments for Short-Doyle Medi-Cal services will be based on actual units of time (days) reported on Charge Data Invoices times the cost per full day derived from Contractor's FY 2001-02 cost report.

Per Contractor's FYE 6-30-02 cost report as filed, rates are as follows:

**Day Services (Mode 10)**

<u>Service Function</u>	<u>Cost Per Full Day</u>
Day Treatment Intensive (85-89)	\$165.38

When Contractor's FY 2002-03 cost reports (MH1950) are received by the Department of Behavioral Health in late 2003, the rates indicated in the FY 2002-03 report will be used or the **Short-Doyle/Medi-Cal Maximum Allowance (SMA)** Reimbursement Rates, whichever is less.

**CHILDREN'S RESIDENTIAL AND DAY TREATMENT SERVICES**

**SERVICE DESCRIPTION**

**PROVIDED BY SHANDIN HILLS REHABILITATION CENTER, INC.**

**FY 2003-2004**

**CONTRACTOR:**

Shandin Hills Rehabilitation Center, Inc.  
dba Shandin Hills Adolescent Center  
4164 Fourth Avenue  
San Bernardino, CA 92407  
Julie Campbell, Regional Manager  
(909) 886-6786

**PROGRAM SITE:**

Shandin Hills Rehabilitation Center, Inc.  
dba Shandin Hills Adolescent Center  
4164 Fourth Avenue  
San Bernardino, CA 92407  
Alan Hull, Program Administrator/Director  
(909) 886-6786

**Funding Source:**

Net County Funds, for the Residential Services.

Short-Doyle Medi-Cal EPSDT Funds for the Day Treatment Intensive services.

**I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND REHABILITATIVE MENTAL HEALTH SERVICES**

- A. Mental Health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the

client to facilitate hope and empowerment, with the goals of counteracting internal and external “stigma,” improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

**II. TARGET POPULATION TO BE SERVED:**

The target population for sub-acute residential treatment services to seriously emotionally disturbed children and adolescents shall meet the definition set forth below. Priority will be given to seriously emotionally disturbed minors who are at risk of needing higher levels of intensive treatment services beyond those provided in a RCL 14 group home and who need stabilization including those with AB 2726 status. Shandin Hills Adolescent Center (SHAC) has a permit to operate and maintain a Mental Health Rehabilitation Program (MHRP) in accordance with Welfare and Institutions Code, Section 5768.

For the purposes of this contract, "seriously emotionally disturbed children or adolescents" means minors who have a mental disorder as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance abuse disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet one or more of the following criteria:

- A. As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, family relationships, school functioning, or ability to function in the community; and the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment.
- B. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.
- C. The child has been discharged from an acute psychiatric setting within the last 24-hours but continues to need structure and support and/or psychopharmacology intervention to facilitate symptom stabilization and to promote an increase in community functioning.

**III. PROGRAM CONCEPT:**

The Department of Behavioral Health (DBH) is contracting with Sun Healthcare Group's Shandin Hills Adolescent Center to serve seriously emotionally disturbed children ages ten (10) through seventeen (17) within a community (sub-acute) treatment program that

provides twenty-four (24) hour residential treatment. The primary focus of the program is to provide a community based sub-acute treatment setting that will provide further stabilization, transition into lower levels of care and an intensive mental health treatment program on a 24-hour basis for the target population.

General program goals are: (1) to avoid/prevent inappropriate acute hospitalization; (2) to promote a reduction of psychiatric symptoms and dysfunctional behaviors; (3) to provide additional structure and support for the minors to facilitate symptom stabilization; (4) to provide stabilization through psychopharmacology if necessary; (5) to adequately prepare minors for transition to a less restrictive level of care; (6) to increase social community functioning in preparation of discharge; and (7) to assess the crisis, evaluate the minor, determine family strengths and resources, coordinate long term treatment plans, and develop discharge strategies with DBH staff.

**IV. SPECIFIC SERVICES:**

This section includes the collaborative services to be provided between the Contractor and DBH. The following delineates the roles and responsibilities of each agency.

**A. THE CONTRACTOR SHALL DO THE FOLLOWING FOR THE PROGRAM:**

1. Comply with any and all current and future enacted State DMH MHRP regulations as it relates to this program.
2. Accept referrals to Shandin Hills Adolescent Center (SHAC) from DBH of seriously emotionally disturbed children and adolescents who are in need of this higher level of care (sub-acute locked residential treatment setting.) Residents for SHAC shall be selected from referrals that have been screened and evaluated for appropriateness by the DBH Interagency Placement Council (IPC). DBH shall have first access to any bed. Upon being notified of a vacancy, DBH will have three (3) working days to refer a client. If there are no client referrals from DBH received by SHAC within three (3) working days, referrals from outside of San Bernardino County may be considered by the Contractor. Client referrals from outside of San Bernardino County will not require San Bernardino County IPC screening.

Minors will be referred for admission when no other less restrictive alternative can be found. Since the facility is specifically designed to serve seriously emotionally disturbed minors who are at risk of acute hospitalization, the providers will accept minors presenting severe symptoms and disturbances. Minors who would not usually be

considered for admission would be those who present an immediate and clear danger to themselves and/or others. All children referred by the IPC will be considered on an individual basis, and contingency plans for these children will be designed by the Children's Residential System of Care (CRSOC).

The Contractor will contact the CRSOC administrative staff, or their designated staff, when anticipating an opening to discuss potential referrals. The Contractor will send a representative to the weekly IPC Referral Meetings to coordinate with interagency members, case managers, DBH Clinic Supervisors, and/or DBH Clinical Therapist IIs regarding current status, needs and issues with DBH placements.

3. Provide a co-ed, 18 bed, community-based, 24-hour mental health MHRP (sub-acute) treatment program for residents who are seriously emotionally disturbed minors, ages ten (10) through seventeen (17).
4. Provide services designed for a length of stay ranging from 30 days to 120 days. When appropriate in individual cases, longer stays will be considered and authorized by DBH for DBH clients.
5. Provide one (1.0 FTE) Administrative Director to be responsible for the entire facility and contract obligations. This includes personnel matters, supervision of key staff, administrative approval of budgeting and purchasing, contract negotiations with DBH, ensuring that required reports are timely and appropriate, and intervening as necessary on an on-call/emergency basis. This also includes interfacing with DBH administrators on a regular basis and providing immediate feedback/response to contract compliance issues and other administrative matters.
6. Provide one (1.0 FTE) Program Director during peak hours and available on-call to be responsible for the clinical treatment program, clinical treatment staff and facility operations. The Director must have a minimum of Master's degree in Clinical Psychology, Social Work, Rehabilitation Therapy or its equivalent within the social sciences with a minimum of two years post graduate direct service experience in a hospital or residential setting serving children and/or adolescents.
7. Employ sufficient Mental Health Specialists/Aides (group counselors) for the facility to enhance the recreational, socialization, and daily activity programming. There should be a designated supervising mental health specialist/aide during each shift.



Maintain a high quality of Mental Health Specialist/Aides with the majority of those educated at the Bachelor's level and preferably with twelve (12) months experience in working with children and/or the emotionally disturbed. Individuals possessing a Psychiatric Technician License and/or functioning at the Psychiatric Technician Intern level with the appropriate supervision can be substituted for the Bachelor's level of education.

Provide for a minimum of child supervision staff-to-client ratio of 1:3 during awake hours and 1:6 during sleep hours.

8. All Mental Health Specialist and Nursing positions shall be on "awake" Shifts and in sufficient quantities to cover the needs of the program. This may include additional staff, periodically, for 1:1 supervision. All staffing pattern schedules for the above staff must be submitted in writing to DBH prior to implementation of any changes.
9. Employ three (3.0 FTE) Social Workers/Mental Health Therapists for the MHRP program unit/facility with minimum qualifications of an MSW, MA, or Ph.D. degree, with an LCSW, MFCC, or Clinical Psychologist License, or be waived as license eligible, in which case Contractor shall assume the requisite clinical supervision. The license/license eligible requirement applies to all clinical staff having primary direct treatment responsibilities.

Provide DBH with copies of clinical license or state waiver, as well as resumes and professional contracts, for all Social Workers/ Mental Health Therapists employed by Contractor. Social Worker/Mental Health Therapists are to provide services within the scope of licensure.

Duties of the social workers shall include: overall direction/coordination of the day-to-day treatment program and milieu; participation in the biweekly team case conferences and discussion of medication/treatment regarding behavioral observations for treatment planning; complete assessments, psycho-social evaluations and discharge plans; provide individual, group and family therapy for minors; complete required chart documentation; act as consultants/trainers to mental health specialists (group counselors) and assist with and/or provide interagency case coordination.

10. Employ a minimum of one and a half (1.5 FTE) Registered Nurses to be used throughout the MHRP residential treatment program to direct and supervise the nursing and paraprofessional mental health staff in coordination with the Program Director. One (1.0 FTE) Registered Nurse

position should be designated as the Director of Nursing. The Registered Nurses are responsible for ensuring that a) each resident receives the nursing care, treatment, medications and diets which have been ordered by the attending physician; b) medication is properly administered, stored, and disposed; and c) medical records are maintained in compliance with DBH and State Regulations. The registered Nurse is to ensure that Psychiatric Technicians perform the activities specified within this contract as listed below.

11. Employ a minimum of three (3.0 FTE) Psychiatric Technicians to provide the following per shift within both the MHRP residential program and the intensive day treatment program: ensure ongoing training and supervision of all mental health specialists (group counselors) regarding passing of medication; proper charting and recording of the handling of medication; purchasing and disposal of medication; knowledge of possible side-effects of medication; identification and proper referral of medical problems; and proper communication with psychiatrist. The Psychiatric Technician shall attend case conferences and psychiatric staffings, and shall alert the doctor of the necessity to renew medication or other pertinent information. This position shall be available to consult with staff regarding sudden, bizarre behaviors or possible side-effects of medication among clients, and to advise regarding errors in passing medications. These services will be provided under the general direction of a Registered Nurse (RN).
12. Provide a qualified Psychiatrist to review/approve the treatment plans and services; to perform and document a psychiatric assessment and mental status on DBH minors upon admission; to monitor the progress of DBH children and to assess the need for or reactions to psychotropic medications and their ongoing progress; to see each child weekly until discharged; and to be available on a 24-hour basis for emergencies.

Each DBH minor served through the residential treatment program component (the MHRP) must be treated and receive psychiatric services from the psychiatrist at least weekly. This requirement can be partially fulfilled with individual treatment sessions and the implementation of a medication support group conducted by the treating psychiatrist. Medication support groups can be used to fulfill the weekly contact requirement with the stipulation that each DBH resident is required to meet with the psychiatrist minimally once a week, alternating between individual and group contacts.

The medication support groups must be led by the treating psychiatrist with the assistance of the senior licensed nurse on duty and/or the clinical director. The medication support groups must consist of/focus on the following:

- a. Encourage education of individuals about psychotropic medications and the role of medication in community functioning;
- b. Medication education including common side effects, discussing risks, benefits and alternatives;
- c. The monitoring of psychotropic medication necessary to alleviate the symptoms of mental illness;
- d. The development of age appropriate coping strategies related to medication utilization; and
- e. Any other treatment services deemed appropriate and necessary to enhance the effectiveness of psychotropic medication utilization and compliance by the client.

- 13. Employ one (1.0 FTE) Rehabilitation Therapist to provide written rehabilitation assessments and individual treatment programs for minors involved in residential treatment program and the day treatment program within the 5 days of admission; develop individualized treatment schedules of therapeutic groups with and for each youth, and supervise the work of the rehabilitation aides. It is desirable that the Rehabilitation Therapist have a minimum of a Master's degree in Rehabilitation Therapy, art, music psychology, or therapeutic recreation with two (2) years experience in an inpatient setting. A Bachelor's degree in the appropriate field with five (5) years of post graduate experience is acceptable.
- 14. Employ a minimum of three (3.20 FTE) Rehabilitation Aides to provide indirect and direct rehabilitation services to the subacute residential and day treatment clients under the direction of the Rehabilitation Therapist. This 3.20 FTE for Rehabilitation Aide time reflects a (.20 FTE) increase to provide for added coverage by Rehabilitation Aide staff, including up to 4 hours on weekend days. Rehabilitation Aides shall accurately document each client's attendance and response to activities and therapeutic groups and actively participate in the appropriate treatment team meetings.

15. Employ 1.0 FTE LVN position. The LVN will provide internal nursing follow-up of treatment.
16. Total Youth Counselor staff shall constitute 14.05 FTE. Sufficient Youth Counselor staff will be employed to provide client supervision during peak hours seven days per week. Youth Counselor staff will transport the adolescents to various medical appointments and provide support within the program milieu.
17. All job classifications must fulfill all requirements detailed within State DMH MHRP regulations and requirements listed within this contract.
18. The Rehabilitation Services within the overall treatment program shall be client centered, in recognition of varying individual goals, diverse needs, concerns, strengths, motivations and disabilities. Rehabilitation Services shall consist of, at a minimum, an average of fourteen (14) rehabilitation services hours and seven (7) activity program hours per week for each client, and shall be available seven (7) days a week. The services should address the client's psychiatric, psychological, educational, developmental and living skill needs and prevocational and vocational counseling needs. The major thrust of the rehabilitation services should consist of an activity program that encourages socialization within the program and general community, and that assists linking the client to resources which are available after leaving the program.
19. Designate a supervisor, administrator or social worker to oversee all coordination services on behalf of the Contractor. This person will audit all DBH client charts and intake materials to ensure they are complete and in compliance with DBH Treatment Authorization Request (TARs) procedures, and DBH chart documentation standards. This person will meet with DBH staff monthly to review DBH client documentation related to required coordination documentation such as service plans, clinical assessments and annual reviews. These meetings may be used for compliance review and problem resolution.
20. Provide therapeutic diets for each client as prescribed. Meal/diets shall be planned, prepared and served with supervision on consultation from a dietitian. Persons responsible for therapeutic diets shall have sufficient knowledge of food values to make appropriate substitutions when necessary.
21. Utilize accepted child care and psychotherapeutic methods in the treatment of all DBH residents. Treatment shall include specialized

individual and group techniques appropriate to the population ( i.e. physical or sexual abuse/substance abuse awareness/ perpetrator therapy, etc.). Family therapy shall be provided when appropriate.

22. Conduct interdisciplinary biweekly case oriented meetings to discuss treatment planning, discharge planning and referral and placement needs. These biweekly case staffings will review the progress or problems of the DBH children in the facility and staff will determine appropriate treatment approaches to be utilized. This meeting shall be attended by the Supervising Mental Health Specialist/Aide/Group Counselor, Therapist, and Nursing staff. This meeting will occur in addition to the daily roster/case review to occur at least once per shift. Participation of the clinical staff, including appropriate DBH staff as determined by CRSOC, will ensure that treatment approaches are consistent with the documented treatment plans discussed in the Clinical Case Conference.
23. Ensure that each child's treatment plan and clinical chart are in accordance with DBH medical records standards and accepted medical practice. Clinical staff shall conduct an annual internal chart audit as scheduled by DBH.
24. Provide educational services or arrange for all DBH minors to be in the appropriate level of education within the facility and/or on Shandin Hills grounds. All DBH minors shall be receiving academic instruction within 10 school days of admission. Clinical staff shall work closely with school staff to ensure the child's educational experience is appropriate to the child's needs. It is understood that severely disturbed and unstable clients would be provided these services on grounds.
25. Have on-call administrative, nursing, mental health specialists/aides and recreational staff available at all times for emergency coverage and intervention.
26. Ensure that all staff will participate in training as needed and as required within the licensing regulations. The Contractor shall provide relief coverage so that staff may participate in training. Quarterly training schedules will be submitted to DBH in advance.
27. Implement a system to train all employees to monitor and report licensing regulation deficiencies to facility administration so corrective action can be taken immediately.

28. Provide all necessary transportation for clients. Sufficient full-time vans are to be available for all program needs.
29. Provide a highly structured clinical treatment, rehabilitation and activity program for the residents in order to teach them socialization skills, independent living skills, leisure skills and appropriate coping skills. Facility based activities will be primary as residents prepare for discharge. The daily program schedule in the facility will be posted.
30. Monitor the frequency and severity of each DBH child's disruptive behaviors by tracking his/her incident reports (I.R.s). Record the significance of progress in the appropriate charting notes and elaborate on the reasons for the change or lack of progress. Include treatment/management methods which are helpful or not in decreasing the frequency and severity of disruptive behaviors. Copies of all I.R.s will be submitted to DBH.
31. Arrange for non-psychiatric medical and dental care, if necessary; ensure that medication is appropriately and safely provided as prescribed by a physician.
32. Ensure that staff maintain patient records as required by all appropriate licensing agencies and as required by the laws, rules and regulations of the State of California.
33. Ensure that a monthly coordination meeting between facility administrative staff and the DBH Contract Monitor shall take place to facilitate communication.
34. Abide by the criterion in the DBH Program Review Manual and the DMH Quality Improvement Plan, copies of which will be provided to Contractor. Respond in writing within thirty (30) days of receipt of the annual DBH Program Review results.
35. Develop and maintain an ongoing environment conducive to the total therapeutic support of the seriously disturbed minors and their care. The program shall develop and maintain a system to correct physical plant deficiencies and maintain well-groomed landscaping and facility appearance.
36. Maintain a separate, clear audit trail for the program which clearly designates all revenues and expenditures for this program separate from any other of Contractor's facilities.

37. Ensure that DBH, the child, and, if appropriate, the legal guardian will be active participants in the treatment and discharge planning with the Contractor. Discharge planning will start from the day of admission. Anticipated length of stay and anticipated level of care upon discharge must be formulated and included in the initial treatment plan and updated at least every 30 days. The discharge of a patient will be a joint recommendation of the Contractor's Social Worker/Therapist, appropriate DBH staff, and made to the funding/placement agency and/or family.
38. Submit to DBH in advance in writing any proposed changes to the treatment programs, staffing patterns, schedules, and/or other essential elements which affect services rendered to the minors and/or DBH under this contract. Proposals must detail the benefits, justifications, and/or explanations of these be issued in writing detailing proposed changes, the benefits of such changes, justifications and/or explanations of the proposed changes.
39. Formulate a written plan of correction within ten working days of any written notification from DBH that a deficiency or problem exists in Contractor's performance or facility which DBH has determined to require correction. The plan must include prospective dates of implementation with supportive documentation. Any extension beyond the ten working day requirement must be approved by DBH in advance of the deadline.
40. Develop a procedure for utilizing clinical staff to evaluate children for 5585 status and protocols for utilizing police in emergency situations.
41. Develop an agreement and protocol for utilizing a transportation service for children who have been evaluated for 5585 status and are to be transported to Arrowhead Regional Medical Center – Behavioral Health (ARMC-BH), and/or other psychiatric hospital facilities as necessary.

**B. THE DEPARTMENT OF BEHAVIORAL HEALTH SHALL:**

1. As a matter of general pocedures, CRSOC administration will assign appropriate DBH staff to assist with emergent necessities of admissions and/or discharges to and from the Contractor's facility.
2. Assist the Contractor in establishing a therapeutic environment for the minors on a consultative, as needed basis.

3. Provide copies to administrative staff of all DBH policies and procedures impacting the program.
4. Chair the IPC, which screens all DBH referrals for admission. Assist with coordination of DBH referrals for admission.
5. Assign a Behavioral Health Clinical Therapist to serve as Contract Monitor to assist in compliance with the contract, to assist in problem solving, and to provide consultation.
6. Establish an ongoing evaluation of the programs, goals, objectives, and facility site. The evaluation will include the following formats:
  - a. Program Review
  - b. Quality Improvement
  - c. Fiscal/Operations
  - d. Informal Chart and Facility Review
  - e. Disaster Plan
7. Provide on- and off-site training as needed and encourage provider staff to utilize ongoing mental health training programs.

**V. SPECIAL PROVISIONS:**

Regular AB2726 and AB2726 Federal Short-Doyle/Medi-Cal funds are earmarked specifically for legitimate AB2726 services and can only be used for these patients. Contractor shall submit separate Charge Data Invoices to report AB2726 treatment services. It is the responsibility of Contractor to ensure that a separate audit trail is provided for AB2726 assessment and/or those treatment services indicated in the student's Individual Education Plan by the School District.



**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

**I. Obligations and Activities of Business Associate.**

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
  - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with

the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

**II. Specific Use and Disclosure Provisions.**

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

**III. Obligations of Covered Entity.**

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**IV. General Provisions.**

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## Outpatient Pre-Authorization Matrix

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, **“to the extent that resources are available”**.<sup>1</sup> A preauthorization matrix has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, GAF scores, and whether the consumer is an adult or a minor.

The preauthorization matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximization of revenue or cost reductions, and an intention to provide some level of response, however minimal, to all groups. The pre-authorization matrix was developed to provide for an array of services the Contractor can make available to consumers. The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to consumers individually within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however once approved individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. This process will replace the SPARS system.

On a practical level the matrix is to be used as a triage tool used by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

In addition, the matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the matrix. It is important to note that this matrix puts into form the substance of DBH’s policy on priority populations and services that can be provided. Any questions or issues can be addressed to the immediate supervisor or to the Access Unit.

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<sup>1</sup> The Bronzan-McCorquodale Act 1991

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

1. Severely and persistently mentally ill adults;
2. Those recently discharged from an acute care hospital;
3. Children who have severe emotional or behavioral problems and substantial impairment in functioning.

DBH will closely monitor the impact of these efforts to accommodate budget constraints.

San Bernardino County Department of Behavioral Health	Outpatient Pre-Authorized Services							
	Adult				Child			
	Type I Diagnosis		Type II Diagnosis		Type I Diagnosis		Type II Diagnosis	
	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50
<b>Medi-Cal or Medi-Medi</b>	Day Tx, Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed, Walk-In Clinic (single svc tx)	Group, MH Ed, FFS Referral (ref to health plan for meds), Walk-In Clinic (single svc tx)	Meds, Ind., Family, Group, CM, Parent Ed, Crisis	Meds, Ind. Family, Group, CM, Parent Ed, Crisis	Meds, Ind., Family, Group, CM, Parent Ed, Referral to FFS, Crisis	Ind., Family, Group, Parent Ed, Referral to FFS, Crisis
<b>Healthy Families</b>	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Ind., Family, Group, Parent Ed
<b>Medicare Only</b> (must follow all Medicare procedures and restrictions)	Ref to Part. Hosp., Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing assistance, employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed ref to FFS, Walk-In Clinic (single svc tx)	Refer to private sec. (ref to health plan for meds), MH Ed, Walk-In Clinic (single svc tx)	Same as Indigent	Same as Indigent	Same as Indigent	Same as Indigent
<b>AB2726</b>	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Group, CM, Parent Ed	Meds, Ind., Group, CM, Parent Ed	Ind., Group, Parent Ed, CM	N/A
<b>Indigent</b>	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to MIA after stabilization), Group, Rehab, MH Ed, Walk-In Clinic (single svc tx)	(Ref to MIA for meds), Group, MH Ed, Walk-In Clinic (single svc tx)	Meds, Ind., Group, CM, Parent Ed (for child's parent)	Meds, Group, Parent Ed (for child's parent)	Group, CM, Parent Ed (for child's parent)	Ref to faith based/non-profit, MH Ed
<b>Private Insurance</b>	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider
<b>Out-of-County</b>	Not applicable	Not applicable	Not applicable	Not applicable	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS
<b>CalWORKs</b>	Refer to clinic as Medi-Cal	Max 6 months of Ind., Group, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of meds, Group, Rehab, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of Group, MH Ed or emp. support (after 6 mos. serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)
<b>SAMSHA</b> (must have co-existing ADS diagnosis)	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, A/D Tx, housing or emp. assistance	Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, AD Tx, housing or emp. assistance	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
<b>NOTES:</b> (1) If services not pre-authorized by this Guide are needed for a particular client, a TAR must be individually submitted by the clinic supervisor to the Access Unit for approval; however, clients eligible for grant-funded services will receive services as specified by the grant. (2) TBS services must always be pre-authorized by CSOC. (3) Any self-declared crisis will be seen and evaluated regardless of other factors.								

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**Type I Diagnoses (Serious Mental Illness)\***

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

**Type II Diagnoses (Not Serious Mental Illness)\***

296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to...[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder
312.9	Disruptive Behavior Disorder NOS

**\*NOTE: This list does not contain all diagnoses in the DSM-IV-TR.**



## Global Assessment of Functioning (GAF) Scale (DSM - IV Axis V)

**Note:** This version of the GAF scale is intended for DBH and DBH Contractor use only. Although it is based on the clinical scale presented in the DSM - IV, this summary lacks the detail and specificity of the original document. The complete GAF scale of the DSM - IV should be consulted for diagnostic use. This is a GUIDE only.

Code	Description of Functioning
91 - 100	Person has <b>no problems</b> OR has superior functioning in several areas
81 - 90	Person has <b>few or no symptoms</b> . Good functioning in several areas. No more than "everyday" problems or concerns.
71 - 80	Person has symptoms/problems, but they are <b>temporary, expectable reactions to stressors</b> . There is no more than slight impairment in any area of psychological functioning.
61 - 70	<b>Mild symptoms in one area</b> OR difficulty in one of the following: social, occupational, or school functioning. BUT, the person is generally functioning well and has meaningful interpersonal relationships.
51 - 60	<b>Moderate symptoms</b> OR moderate difficulty in one of the following: social, occupational, or school functioning.
41 - 50	<b>Serious symptoms</b> OR serious impairment in one of the following: social, occupational, or school functioning.
31 - 40	<b>Some impairment in reality testing</b> OR impairment in speech and communication OR serious impairment in several of the following: occupational or school functioning, interpersonal relationships, judgment, thinking, or mood.
21 - 30	<b>Presence of hallucinations or delusions which influence behavior</b> OR serious impairment in ability to communicate with others OR serious impairment in judgment OR inability to function in almost all areas.
11 - 20	There is <b>some danger of harm to self or others</b> OR occasional failure to maintain personal hygiene OR the person is unable to appropriately communicate with others (e.g., incoherent, mute, or bizarre)
1 - 10	<b>Persistent danger of harming self or others</b> OR persistent inability to maintain personal hygiene OR person has made a serious attempt at suicide.

# INFORMATION SHEET

*(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Site Name (If Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
<b>Contract Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ( )	E-Mail:	Phone #: ( )	E-Mail:
<b>Claim Signature Authority:</b>			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ( )	E-Mail:	Phone #: ( )	E-Mail:
SECTION II: DBH INFORMATION			
<b>Contract Mailing Address:</b>		<b>Contracts Unit:</b>	
San Bernardino County Department of Behavioral Health Contracts Unit 700 E. Gilbert Street, Bldg #3 San Bernardino, CA 92415-0920		<b>Myron Hilliard, Accounting Tech</b> 909-387-7592 E-Mail: <a href="mailto:mhilliard@dbh.sbcounty.gov">mhilliard@dbh.sbcounty.gov</a> <b>Doug Moore, Staff Analyst II</b> 909-387-7589 E-Mail: <a href="mailto:dmoore@dbh.sbcounty.gov">dmoore@dbh.sbcounty.gov</a> <b>Patty Glas, Admin Supervisor II</b> 909-387-7170 E-Mail: <a href="mailto:pglas@dbh.sbcounty.gov">pglas@dbh.sbcounty.gov</a> <b>Unit Fax #: 909-387-7593</b>	
<b>DBH Program Contacts:</b>			

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